



1801 California St., 10th Fl.
Denver, Colorado 80202
(303) 992-5792 Direct
(303) 383-8479 Facsimile
marjorie.herlth@centurylink.com

Marjorie Herlth
Regulatory Paralegal

Via Electronic Filing

October 31, 2016

Ms. Elizabeth Rolando
Chief Clerk
Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, IL 62794-9280

Re: Gallatin River Communications, L.L.C. d/b/a CenturyLink GRC Request for
Approval of Negotiated Interconnection Agreement with PEG Bandwidth IL,
LLC dba Uniti Fiber

Dear Ms. Rolando:

Pursuant to Code Part 763.1120(a), Gallatin River Communications, L.L.C. d/b/a CenturyLink GRC hereby makes its electronic submission of the Adoption of the Interconnection Agreement by PEG Bandwidth IL, LLC dba Uniti Fiber Adopting the Interconnection Agreement between Gallatin River Communications, L.L.C. d/b/a CenturyLink GRC and Teleport Communications America, L.L.C. This Adoption Agreement adopts the Interconnection Agreement between Gallatin River Communications, L.L.C. d/b/a CenturyLink GRC and Teleport Communications America, L.L.C which was approved in Docket No. 15-0046 on March 25, 2015.

Please contact me at the number above with any question relating to this filing.

Sincerely,

A handwritten signature in blue ink that reads "Marjorie Herlth".

Marjorie Herlth

Attachment

cc: PEG Bandwidth IL, LLC dba Uniti Fiber
Julie Plowman, Esq.
Deputy General Counsel
5904 Stone Creek Drive Suite 130
The Colony, TX 75056
JPlowman@unitifiber.com

Eckert, Seamans, Cherin & Mellott, LLC
James C. Falvey, Esq
1717 Pennsylvania Ave., NW
12th Floor
Washington, DC 20006
JFalvey@eckertseamans.com



**Adoption of the
Interconnection Agreement**

By

PEG Bandwidth IL, LLC dba Uniti Fiber

**Adopting the
Interconnection Agreement**

Between

Gallatin River Communications, L.L.C. dba CenturyLink GRC

And

Teleport Communications America, LLC

For the State of Illinois

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Gallatin River Communications, L.L.C. dba CenturyLink GRC ("CenturyLink and PEG Bandwidth IL, LLC dba Uniti Fiber ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Illinois.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Gallatin River Communications, L.L.C. dba CenturyLink GRC and Teleport Communications America, LLC, that was signed January 7, 2015 ("Adopted Agreement")
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Teleport Communications America, LLC.

3. PROVISIONS

- 3.1 The Terms of the Teleport Communications America, LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties in which event neither Party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations

incurred under that prior Interconnection Agreement, unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement and such obligations were fulfilled under this Agreement consistent with the foregoing paragraph.

- 4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is January 7, 2018.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With Copy to:

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: legal.interconnection@centurylink.com

To CLEC:

PEG Bandwidth IL, LLC dba Uniti Fiber
Julie Plowman, Esq.
Deputy General Counsel
5904 Stone Creek Drive Suite 130
The Colony, TX 75056
Phone: 512.358.1716
Email: JPlowman@unitifiber.com

With Copy to:


Eckert, Seamans, Cherin & Mellott, LLC
James C. Falvey, Esq.
1717 Pennsylvania Ave., NW 12th Floor
Washington, DC 20006
Phone: 202.659.6655
Email: JFalvey@eckertseamans.com

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Illinois.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

PEG Bandwidth IL, LLC dba Uniti Fiber

DocuSigned by:

51DCECEC7B934AD


Signature

Printed Name

Title

Date

Gallatin River Communications, L.L.C. dba CenturyLink GRC

DocuSigned by:

766DEF6A149A455

Signature

Printed Name

Title

Date

